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09/673133

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Our Ref: 1038-1102 MIS:sd

In re Application

No.: 09/673,133

International  
Filing Date: April 12, 1999

Applicant: Lisa E. Myers

Title: TRANSFERRIN RECEPTOR GENES OF MORAXELLA

April 27, 2001

The Commissioner of Patents  
and Trademarks,  
Washington, D.C. 20231,  
U. S. A.

**RECEIVED**

20 MAY 2001

Legal Staff  
International Division

PETITION UNDER 37 CFR 1.47(a)

Dear Sirs:

Petition is hereby made under the provisions of 37 CFR 1.47(a) to accept a Declaration executed by the remaining inventors on behalf of Run-Pan Du. The Petition fee is included in the enclosed cheque.

The facts whereby the inventor has not signed the documents are set forth in the enclosed Declaration of Michael I. Stewart.

The last known address of Run-Pan Du is:

**88 Townsgate Drive  
Thornhill, Ontario  
Canada L4J 7Y8**

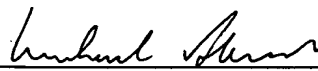
Under the circumstances, it is submitted that this Petition be accepted.

Respectfully submitted,

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Michael I. Stewart  
Reg. No. 24,973

Toronto, Ontario, Canada  
(416) 595-1155  
FAX No. (416) 595-1163

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DECLARATION UNDER 37 CFR 1.47 (a)

I, Michael I. Stewart, of 1180 Carey Road, Oakville, Ontario, L6J 2E4,  
declare as follows:

1. I am responsible for the preparation and filing of this application and have registration No. 24,973.
2. I receive my instructions with respect to this application from the Patents Department of Aventis Pasteur Limited (formerly Connaught Laboratories Limited).
3. This application was filed as a U.S. National Phase filing of PCT/CA99/00307 which claimed priority from U.S. Application No. 09/059,584. When the application was filed, I forwarded the Declaration and Power of Attorney to the Patents Department of Aventis Pasteur Limited, with a request that the document be signed by all inventors.
4. I received a letter dated February 6, 2001 from the Patents Department of Aventis Pasteur Limited enclosing a Declaration and Power of Attorney document executed by all inventors except Run-Pan Du. A Declaration and Power of Attorney was by executed by Run-Pan Du in connection with the priority U.S. Application No. 09/059,584.

5. Run-Pan Du terminated employment with Aventis Pasteur Limited on February 27, 1998. I am advised by Dr. Gavin Zealey of the Patents Department of Aventis Pasteur Limited that the Declaration and Power of Attorney executed by Run-Pan Du was forwarded to him by Federal Express, to his last known address, namely 88 Torresdale Drive, Thornhill, Ontario, L4J 8A4, Canada, with a request for execution and return. This shipment was made on November 29, 2000 under Tracking Number 474490284857 and was delivered on December 1, 2000 at 10:11 am, where it was signed for by A. RNNDU. A follow up telephone call on January 25, 2001 concerning the status of the documentation was answered by an answering machine and a message was left.

6. To date, Run-Pan Du has not contacted the Patents Department of Aventis Pasteur Limited and the executed Declaration and Power of Attorney has not been returned by Run-Pan Du and hence the filing of a Petition that this Declaration supports.

7. The invention which is the subject of this invention was made during the period of time that Run-Pan Du was employed by Aventis Pasteur Limited. The terms of his employment oblige Run-Pan Du, according to paragraph 2 of his Confidentiality Agreement dated October 1, 1987, attached hereto as Exhibit I, to execute all papers in connection with any invention made during the course of his employment. As noted above, the Declaration and Power of Attorney in connection with the priority filing was executed by Run-Pan Du as well as an assignment to Connaught Laboratories Limited.

8. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and believe are believed to be true; and further that these statements were made with the knowledge that willful false statements

and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application or any patent issuing thereon.

Declared at Toronto, Ontario, this 27<sup>th</sup> day of April, 2001.



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Michael I. Stewart

# CONNAUGHT

LABORATORIES LIMITED

EXHIBIT I



1755 Steeles Avenue West, Willowdale, Ontario, Canada M2R 3T4

## CONFIDENTIALITY AGREEMENT

TO: CONNAUGHT LABORATORIES LIMITED

IN CONSIDERATION OF the continued employment of the undersigned by Connaught Laboratories Limited ("Connaught") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the undersigned), the undersigned hereby covenants and agrees with Connaught as follows:

1. The undersigned will not, either during the continuance of his employment by Connaught or any time thereafter, disclose or authorize anyone to disclose any confidential information or trade secrets concerning the business or businesses of Connaught to any person nor use or authorize to use the same for any purposes other than those of Connaught nor remove or authorize anyone to remove from Connaught's premises any books, manuals, records, documents or working papers (or copies thereof or extracts therefrom) or samples of any biological or pharmaceutical products except, in any case, as may be specifically approved by Connaught or be specifically required in the course of his employment by Connaught.
2. The undersigned agrees that all discoveries, methods, products, improvements or formulae with which the undersigned may be involved in any manner during the term of his employment by Connaught and in any way relating to the business or businesses of Connaught are the sole, exclusive and absolute property of Connaught and the undersigned will forthwith upon becoming so involved with any

- 2 -

such discovery, method, product, improvement or formula, fully and freely disclose the same to Connaught and shall, when so requested by Connaught, execute all documentation as may be required by Connaught to fully and effectively vest in Connaught the property rights in any such discovery, method, product, improvement or formula. The undersigned hereby acknowledges and agrees that any such discovery, method, product, improvement or formula shall constitute confidential information or trade secrets relating to the business or businesses of Connaught and shall be subject to the provisions of paragraph 1 hereof.

3. Any provision of either paragraph 1 or 2 hereof which is determined to be void and unenforceable shall be severable from all other provisions thereof and shall not be deemed to affect or impair the validity of any such other provisions.

4. The undersigned hereby agrees that all covenants contained herein are reasonable and valid and waives all defences to the strict enforcement thereof by Connaught.

5. The undersigned acknowledges that a violation of any of the provisions of these presents will result in immediate and irreparable damage to Connaught and agrees that in event of such violation Connaught shall, in addition to any other right or relief, be entitled to equitable relief by way of temporary or permanent injunction and to such other relief that any court of competent jurisdiction may deem just and proper.

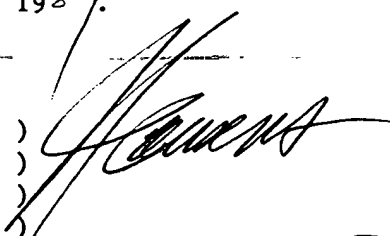

6. The provisions hereof, where the context so permits, shall enure to the benefit of the successors and assigns of Connaught and shall be binding upon the heirs, legal personal representatives and assigns of the undersigned.

**BEST AVAILABLE COPY**

7. The undersigned hereby acknowledges that he has read the foregoing and understands the implications thereof and acknowledges receipt of a duly executed copy of these presents.

IN WITNESS WHEREOF these presents have been executed by the undersigned this *1<sup>th</sup>* day of *Oct.*, 198*7*.

SIGNED, SEALED & DELIVERED  
in the presence of

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